



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
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May 6, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC WORKS: INTERSTATE 710 CORRIDOR
FROM STATE ROUTE 60 TO OCEAN BOULEVARD
COUNTY OF LOS ANGELES-GATEWAY CITIES COUNCIL OF GOVERNMENTS
IMPLEMENTATION AGREEMENT
(SUPERVISORIAL DISTRICTS 1, 2, AND 4)
(3 VOTES)**

SUBJECT

This action is to approve the Implementation Agreement between the County of Los Angeles and the Gateway Cities Council of Governments to allow the County of Los Angeles to participate in the development of an Environmental Impact Report/Environmental Impact Statement for the Interstate 710 Corridor.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair of the Board to sign the Implementation Agreement between the County of Los Angeles and the Gateway Cities Council of Governments providing for the County of Los Angeles to pay an annual assessment of \$35,000 in Fiscal Year 2007-08 and for the next two fiscal years to finance its proportional share of the administration and planning activities to be performed by the Gateway Cities Council of Governments' staff during the preparation of an Environmental Impact Report/Environmental Impact Statement for the Interstate 710 Corridor from State Route 60 to Ocean Boulevard.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

2. Authorize the Acting Director of Public Works or his designee to extend the term of the Implementation Agreement for one additional year, if necessary.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to execute the attached Implementation Agreement between the County of Los Angeles (County) and the Gateway Cities Council of Governments (Council) allowing the County to have representatives on the Interstate 710 (I-710) Executive Committee, the I-710 Environmental Impact Report/Environmental Impact Statement (EIR/EIS) Project Committee, and the I-710 Technical Advisory Committee. The Implementation Agreement (Agreement) also provides for the County to pay the Council an annual assessment of \$35,000 in Fiscal Year 2007-08 and for the next two fiscal years for its proportional share of the administrative and planning activities to be performed by Council's staff during the preparation of the EIR/EIS.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we provide Service Excellence (Goal 1), Organizational Effectiveness (Goal 3), and Community Services (Goal 6).

The execution of the Agreement will enable a collaborative effort between agencies to proceed with the preparation of the EIR/EIS for the I-710 Corridor, which may ultimately result in a project that will improve travel conditions and enhance the safety of motorists traveling on the I-710 Corridor, thereby improving their quality of life.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The \$35,000 assessment for this fiscal year is available in the current Road Fund Budget. Funding for the remaining \$70,000 has been included in the proposed Fiscal Year 2008-09 and will be included in the Fiscal Year 2009-10 Road Fund Budgets.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Council entered into an Agreement with the California Department of Transportation, the Southern California Association of Governments, and the Los Angeles County Metropolitan Transportation Authority (Metro) to complete a Major Corridor Study (Study) on the I-710 Corridor to seek ways to improve travel conditions

along the I-710 Corridor from State Route 60 to the Ports of Los Angeles and Long Beach.

The goal of the Study was to conduct a comprehensive evaluation of the overall transportation system within the I-710 Corridor and, based on results of this evaluation, produce a complete plan to identify a preferred alternative for improvement.

On March 11, 2003, Synopsis 31, your Board approved Agreement No. 74393 providing for the County to become a member of the I-710 Corridor Oversight Policy Committee in order to adequately address the impacts of the Study on the unincorporated County areas along the I-710 Corridor and to pay an amount of \$35,000 for its proportional share of the projected costs of the Study for Fiscal Year 2002-03. Your Board subsequently approved three amendments providing for the County to contribute an additional amount of \$255,000 for its proportional share of the costs of this Study.

The Council's consultant had identified five design alternatives for the improvement of the corridor and had worked with all agencies and communities along the I-710 Corridor in the development of a hybrid alternative that combined appropriate elements from the five alternatives and resulted in fewer impacts on residential and commercial properties.

On January 27, 2005, Metro's Board of Directors adopted the Study, which included a Locally Preferred Strategy for the I-710 Corridor. On June 22, 2006, Metro's Board of Directors adopted an Alternative Analysis for the I-5/I-710 Interchange, also referred to as the East Los Angeles Mini-Study, and incorporated it into the Study. Metro's Board of Directors also authorized Metro's Chief Executive Officer to proceed with the preparation of the EIR/EIS for the I-710 Corridor pursuant to the Study.

The attached Agreement has been approved by the Council and approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

In accordance with Section 21065 of the Public Resources Code, the proposed action does not constitute a project and is not subject to the requirements of the California Environmental Quality Act. The preparation of an EIR/EIS will not cause a physical change in the environment. When a commitment to the construction of a project which may result in a potentially significant physical impact on the environment is made, the EIR/EIS will be given to Caltrans' decision making body for review and approval.

The Honorable Board of Supervisor
May 6, 2008
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IMPACT ON CURRENT SERVICES (OR PROJECTS)

The I-710 Corridor is the principal transportation connection between the County of Los Angeles and the Ports of Long Beach and Los Angeles. It is an essential component in the regional, statewide, and national transportation system as it serves both goods movement and passenger needs. Improvements to the I-710 Corridor are needed and of general interest to the County.

CONCLUSION

Please return three adopted copies of this letter and two original signed copies of the Agreement to the Department of Public Works, Programs Development Division.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:DDE
SA:pr

Attachment

c: County Counsel

IMPLEMENTATION AGREEMENT
BY AND BETWEEN
GATEWAY CITIES COUNCIL OF GOVERNMENTS
AND
COUNTY OF LOS ANGELES

THIS IMPLEMENTATION AGREEMENT (AGREEMENT) is made and entered into by and between the GATEWAY CITIES COUNCIL OF GOVERNMENTS, a California joint powers authority, (hereinafter referred to as GCCOG), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, (hereinafter referred to as COUNTY).

WITNESSETH

WHEREAS, the mission of GCCOG includes transportation planning for the sub-region, and advocating for maximum public sector funding for County and sub-regional projects; and

WHEREAS, GCCOG has entered into an agreement with the State of California Department of Transportation (CALTRANS), the Los Angeles County Metropolitan Transportation Authority (METRO), and the Southern California Association of Governments (SCAG) to complete a Major Corridor Study (STUDY) on the Interstate 710 (I-710) Corridor (CORRIDOR) to seek ways to improve travel conditions along the CORRIDOR from State Route 60 to the Ports of Los Angeles and Long Beach; and

WHEREAS, GCCOG served as the advocate for inclusion of impacted municipalities in the completion of the STUDY; and

WHEREAS, GCCOG and COUNTY have entered into an Agreement No. 74393 and three Amendments to Agreement No. 74393 for COUNTY to pay GCCOG its proportional share of the cost for the STUDY; and

WHEREAS, on January 27, 2005, METRO Board of Directors adopted the STUDY, which included a Locally Preferred Strategy for the CORRIDOR; and

WHEREAS, on June 22, 2006, METRO Board of Directors adopted an Alternative Analysis for the I-5/I-710 Interchange (East Los Angeles Mini-Study) and incorporated it into the STUDY; and authorized METRO Chief Executive Officer to proceed with the preparation of an Environmental Impact Report/Environmental Impact Study (EIR/EIS) for the CORRIDOR pursuant to the STUDY; and

WHEREAS, GCCOG, METRO, and CALTRANS have entered into a Memorandum of Understanding, dated October 12, 2006, that created an I-710 Governance Structure, which consists of an I-710 Executive Committee, I-710 EIR/EIS Project Committee, Community Input and Public Participation, Goods Movement Strategy Advisory Group, and a Technical Advisory Committee; and

74393 Supplement No. 4

WHEREAS, GCCOG has entered into a Funding Agreement (District Agreement No. 7-4794) with CALTRANS, METRO, SCAG, I-5 Consortium Cities Joint Powers Authority, Ports of Long Beach and Los Angeles, which is incorporated herein by this reference as if fully set forth, to fund the cost for the EIR/EIS; and

WHEREAS, GCCOG has established within its chart of accounts an I-710 Fund for the purpose of financing certain planning and administrative activities required by its staff during the preparation of the EIR/EIS, including but not limited to, advocacy on behalf of the local agencies along the CORRIDOR and coordinating the I-710 Executive Committee, the I-710 EIR/EIS Project Committee, and the Technical Advisory Committee, the Community Advisory Committee(s) meetings; and

WHEREAS, in order to finance said I-710 Fund in an equitable manner, it has been the practice of GCCOG to assess those local agencies that are impacted by the I-710 Freeway and will therefore benefit from the proposed improvements to the CORRIDOR, and which desire to actively participate in the planning of such improvements.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

Section 1. Assessment for Proportional Costs. COUNTY agrees to pay to GCCOG an annual assessment in the amount of Thirty-Five Thousand and 00/100 Dollars (\$35,000.00) in Fiscal Year 2007-08 and for the next two fiscal years, upon demand by the GCCOG, to finance its proportional share of the projected costs of the planning and administrative activities to be performed by GCCOG staff during the preparation of the EIR/EIS based on the following contribution formula. Said demand will consist of a billing invoice prepared by GCCOG at the beginning of each fiscal year.

| \$37,500 (Pop. over 200,000) | \$25,000 (Pop. over 50,000) | \$10,000 (Pop. under 50,000) |
|---------------------------------|--|---|
| Long Beach | Carson Compton Downey Huntington Park Lynwood Paramount South Gate County of Los Angeles (for Unincorporated East Los Angeles)* | Bell Bell Gardens Commerce Cudahy Maywood Vernon County of Los Angeles (for Unincorporated Rancho Dominguez)* |

* These assessments are merged into one \$35,000 contribution.

Section 2. Term. The term of this AGREEMENT shall remain and continue in effect until completion of the EIR/EIS or on June 30, 2010, whichever is earlier.

Section 3. Committee Membership. County shall have representation by one member of its Board of Supervisors on the I-710 EIR/EIS Project Committee. The COUNTY Department of Public Works shall appoint one staff member as a representative to the I-710 EIR/EIS Technical Advisory Committee.

Section 4. Stipend. Subject to County's compliance with the terms of this AGREEMENT, the members of the COUNTY Board of Supervisors shall receive a stipend of \$100 for attendance of each meeting of the I-710 EIR/EIS Project Committee and \$100 for attendance of each meeting of the I-710 EIR/EIS Executive Committee, except as prohibited by law.

Section 5. Independent Contractor.

- a. GCCOG is and shall at all times remain a wholly-independent contractor for the performance of the obligations described in this AGREEMENT. GCCOG officers, employees and agents performing such obligations shall at all times be under GCCOG's exclusive control. COUNTY shall have no control over the conduct of GCCOG or any of its officers, employees or agents, except as set forth in this AGREEMENT. GCCOG, and its officers, employees, or agents are not and shall not be deemed to be employees of COUNTY.
- b. No employee benefits shall be available to GCCOG in connection with the performance of its obligations under this AGREEMENT. GCCOG is solely responsible for the payment of salaries, wages, other compensation, employment taxes, worker's compensation, or similar taxes for any employees for performing obligations hereunder.

Section 6. Indemnification. To the fullest extent permitted by law, COUNTY and GCCOG agree to save, indemnify, defend and hold harmless each other from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, actual attorney fees, court costs, interest, defense costs and expenses associated therewith including the use of experts, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this AGREEMENT, and attributable to the fault of the other. Following a determination of the percentage of fault and or liability by agreement between the parties or a court of competent jurisdiction, the party responsible for liability to the other will indemnify the other party to this AGREEMENT for the percentage of liability determined as set forth in this section. This section shall survive termination of the AGREEMENT.

Section 7. Suspension. If COUNTY fails to timely pay its annual assessment as specified in Section 1 of this AGREEMENT, it shall be suspended from active participation on the I-710 Executive Committee and the I-710 EIR/EIS Project Committee and shall not be entitled to vote on decisions or receive the stipend specified in Section 4 of this AGREEMENT.

Section 8. Termination of Agreement. Either party may terminate this AGREEMENT for any reason, in whole or part, by giving the other party thirty (30) days written notice thereof.

Section 9. Miscellaneous.

- a. Notices. All notices which any party is required or desires to give hereunder shall be in writing and shall be deemed given when delivered personally or three (3) days after mailing by registered or certified mail (return receipt requested) to the following address or at such other address as the parties may from time to time designate by written notice in the aforesaid manner:

GCCOG: Mr. Richard R. Powers
Executive Director
16401 Paramount Boulevard
Paramount, CA 90723

COUNTY: Mr. Donald L. Wolfe
Director of Public Works
Attention Mr. Maged El-Rabaa
Department of Public Works
P.O. Box. 1460
Alhambra, CA 91802-1460

- b. Binding Effect. This AGREEMENT shall be binding upon and inure to the benefit of each party to this AGREEMENT and their respective heirs, administrators, representatives, successors, and assigns.
- c. Amendment. The terms and provisions of this AGREEMENT may not be amended, modified or waived, except by an instrument in writing signed by the parties.
- d. Waiver. Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this AGREEMENT.

- e. Law to Govern; Venue. This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the COUNTY.
- f. No Presumption in Drafting. The parties to this AGREEMENT agree that the general rule that an AGREEMENT is to be interpreted against the party drafting it or causing it to be prepared shall not apply.
- g. Entire Agreement. This AGREEMENT constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.
- h. Severability. If any term, provision, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT shall not be affected thereby and the AGREEMENT shall be read and construed without the invalid, void or unenforceable provision(s).
- i. Counterparts. This AGREEMENT may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to both parties to this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the GATEWAY CITIES COUNCIL OF GOVERNMENTS on February 21, 2008, and the COUNTY OF LOS ANGELES on May 6, 2008.



COUNTY OF LOS ANGELES

By Yvonne B. Bente
Chair, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Directors

By [Signature]
Deputy

By [Signature]
Deputy

APPROVED AS TO FORM

RAYMOND G. FORTNER, JR.
County Counsel

GATEWAY CITIES COUNCIL
OF GOVERNMENTS

By [Signature]
Deputy

By [Signature]
Elba Guerrero, President

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

52

MAY 06 2008

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

ATTEST:

By [Signature]
Richard R. Powers, Secretary

74393
Supplement No. 4

**FUNDING AGREEMENT BY AND AMONG THE GATEWAY CITIES
COUNCIL OF GOVERNMENTS, I-5 CONSORTIUM CITIES JOINT POWERS
AUTHORITY, LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY, PORT OF LONG BEACH, PORT OF LOS
ANGELES, AND THE STATE OF CALIFORNIA DEPARTMENT OF
TRANSPORTATION FOR THE I-710 ENVIRONMENTAL IMPACT
REPORT/ENVIRONMENTAL IMPACT STATEMENT AND ENGINEERING
PROJECT REPORT FOR THE I-710 FROM OCEAN BOULEVARD TO SR-60**

This Funding Agreement (this "FA") Number FA.PO710EIR herein referred to as a "FA", is entered into as of the date the last party executes this Agreement by and among the Gateway Cities Council of Governments ("GCCOG"), I-5 Consortium Cities Joint Powers Authority ("I-5 JPA"), Los Angeles County Metropolitan Transportation Authority ("METRO"), the City of Long Beach, a municipal corporation, acting by and through its Board of Harbor Commissioners, commonly known as the Port of Long Beach ("POLB"), the City of Los Angeles, a municipal corporation, acting by and through its Board of Harbor Commissioners, commonly known as the Port of Los Angeles ("POLA"), and the State of California Department of Transportation ("STATE"), hereinafter referred to collectively either as the "parties" or "Funding Parties".

RECITALS

WHEREAS, on June 22, 2006, the METRO Board of Directors adopted the Alternative Analysis for the I-5/I-710 Interchange (East Los Angeles Mini-Study) including Tier 1 Community Advisory Committee comments from East Los Angeles and City of Commerce and incorporated it into the I-710 Major Corridor Study's Locally Preferred Strategy (MCSLPS) adopted by the Board on January 27, 2005; authorized the METRO Chief Executive Officer (CEO), or his designee, to proceed with the Environmental Impact Report/Environmental Impact Statement (Environmental Phase) for the project pursuant to the MCSLPS; and authorized the METRO CEO or his designee to negotiate and execute funding contracts or agreements as needed with agencies that have committed to provide funds for the conduct of the EIR/EIS; and

WHEREAS, the Funding Parties have a common interest in funding and developing an Engineering Project Report and an EIR/EIS ("I-710 EIR/EIS") for the I-710 from Ocean Blvd through SR-60 ("Project Area"), pursuant to the I-710 MCSLPS; and

WHEREAS, GCCOG, I-5 JPA, METRO, POLB, POLA, and STATE have a common interest in the development of goods movement projects and mobility strategies that will help to relieve traffic congestion, reduce emission thereby improving air quality, and improving the economy of the region; and

WHEREAS, the I-710 is a major corridor for goods movements, and thirty-five percent of the nation's container cargo travels through the San Pedro Bay Ports; and

WHEREAS, POLB and POLA are empowered by their respective Tidelands Grants to foster the orderly and necessary development of the ports, consistent with the public trust for navigation, commerce, recreation, and fisheries; and

WHEREAS, GCCOG, METRO, and STATE entered into a Memorandum Of Understanding, dated October 12, 2006, (the "MOU") that created an I-710 Governance Structure which consists of an I-710 Executive Committee, I-710 EIR/EIS Project Committee, Community Input and Public Participation, Goods Movement Strategy Advisory Group, and a Technical Advisory Committee identified in Attachment "A"; and

WHEREAS, GCCOG, I-5 JPA, METRO, POLB, POLA, and STATE consider that identifying strategies for achieving near-term improvements to the Project Area's air quality to be important; and

WHEREAS, the purpose of this FA is for the Funding Parties to provide funding to METRO to procure consultant services to perform the Scope of Work identified in METRO's Request for Proposals: (RFPs) RFP PS4340-1939, issued 11/17/06, and clarified by the consultant on May 15, 2007; and RFP PS4340-1940, issued 11/20/07, and clarified by the consultant June 12, 2007; (collectively the "RFPs"), attached hereto as Attachment "B" ("Scope of Work") and incorporated herein by this reference; and

WHEREAS, this FA will address all funding mechanisms, terms, and reporting and audit requirements; and

WHEREAS, a Project Team consisting of GCCOG, I-5 JPA, METRO, POLA, POLB, and STATE will assist and guide the METRO Project Manager in conducting this study; and

WHEREAS, the Funding Parties are willing to undertake the obligations set forth herein; and

WHEREAS, on June 7, 2006 POLA earmarked \$1 Million Dollars for a pilot project that uses green technology or other non-polluting alternative(s) to transport containers.

NOW, THEREFORE, in consideration for the promises set forth herein, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. SCOPE OF SERVICES

- a. METRO agrees to procure consultants (the "Consultants") to perform the Scope of Work in a form substantially as shown in Attachment "B". However, the Funding Parties understand and agree METRO will enter a fully executed consulting contract with URS Corporation and MIG, Inc., and when such contracts are final, copies will be provided to the Funding Parties and the Parties agree such executed contracts shall be automatically substituted as Attachment "B".

- b. STATE and GCCOG intend to use state or federal funds to meet their funding obligation described herein. METRO agrees to comply with applicable clauses associated with each funding source requirement, as identified by the funding source grantee.
- c. I-5 JPA intends to use federal funds to be matched with STATE funds which will be used by STATE to prepare the environmental documents ("ED") and project report ("PR") for the northern portion of the project from Washington Blvd. interchange to I-5/I-710 interchange (including SR-60 interchange on I-710) ("Northern Project Area"). STATE and I-5 JPA assume all responsibilities for the ED & PR for the Northern Project Area, which is outside the scope and funding of this Agreement.
- d. METRO will procure Consultants to perform the Scope of Work, through a competitive process, with the participation of the Funding Parties. Any additional scope changes, additions, deletions or contract amendments will require the approval of all Funding Parties
- e. Subject to the execution of a valid, enforceable contract between METRO and the Consultants, METRO shall be responsible for managing the Consultants in performing the Scope of Work. METRO's Project Manager shall approve all Consultant invoices and deliverables.
- f. METRO's Project Manager will have final approval of all Consultant deliverables. However prior to accepting a deliverable from the Consultant, the METRO Project Manager will consult STATE's Environmental Deputy District Director, STATE's Design Deputy District Director, and METRO's Community Outreach Deputy Project Manager in conjunction with the Funding Parties, as appropriate.

2. TERM

This FA shall commence the date of full execution and terminate 44 months thereafter, unless extended by mutual agreement of the parties as evidenced by an amendment to this FA or terminated earlier pursuant to Section 5.

3. PAYMENT & QUARTERLY PROGRESS REPORTS

- a. Except as expressly provided otherwise, each Funding Party has committed to METRO the funding as identified in Attachment "C". Notwithstanding anything contained in this FA to the contrary, in no event shall any Funding Party be obligated under this FA to contribute or reimburse any amount which would cause its aggregate contribution amount to exceed its maximum contribution amount reflected in Attachment "C".

- b. Funds will be paid to METRO on a reimbursement basis. Each time METRO pays the Consultant under the contracts issued pursuant to Attachment "B", METRO will submit an invoice to each Funding Party for reimbursement of its prorated share, subject to Section 3a. The format of the reimbursement invoice as agreed to by the Funding Parties is attached hereto as Attachment "D". If STATE or GCCOG designate METRO as the sub-recipient of their respective grants, METRO shall submit invoices directly to the granting authority rather than to the applicable Funding Party.
- c. METRO shall pay the Consultants' invoices within 30 days of receipt. The Funding Parties shall pay METRO invoices within 30 days of receipt. If METRO becomes a sub-recipient of any grant, invoices shall be paid pursuant to the granting authority's proceedings.
- d. From the \$27,000,000 funding committed by the Funding Parties, as set forth in Attachment "C", METRO shall pay for all costs and expenses incurred by the Consultants as described in Attachment "B" Scope of Work.
- e. The Funding Parties recognize that although the cost and expenses to be incurred by the consultants are fixed and predetermined by METRO, there may be cost overruns or delays arising out of the consultant contracts. If such event is anticipated or has occurred, METRO will promptly notify the other Funding Parties of such fact and the reasons, and the Funding Parties agree to discuss amending this Agreement to extend the termination date or provide additional funding, as appropriate. After such discussion, each Funding Party may, if it chooses, seek its Board's/Commission's approval of such extension of the termination date or additional funding, which approval will be granted or withheld in the sole discretion of each such Funding Party's Board/Commission. Any non-approval or withholding of approval of a Funding Party under this paragraph will not be deemed a default or failure to comply with its obligations under this Agreement.
- f. METRO shall distribute to Funding Parties a quarterly progress report that, in narrative form, describes progress toward completion of tasks and projects; conformance with project schedules; and a summary of costs incurred.
- g. METRO shall send GCCOG, POLA, POLB, and STATE quarterly invoices for reimbursement.

4. MUTUAL INDEMNIFICATION

- a. Neither any of the other Funding Parties nor any officer or employee thereof shall be responsible for any injury damage or liability occurring by reason of anything done or omitted to be done by METRO, or by their officers, agents, employees, contractors and subcontractors in connection with this FA. METRO shall indemnify, defend and hold the other Funding Parties and their respective

officers, agents and employees harmless from any liability and expenses, including without limitation, defense costs, any costs or liability for any claims for damages of any nature whatsoever arising out of and to the extent caused by any act or omission of METRO or its officers, agents, employees, contractors or subcontractors in connection with this FA, including, without limitation, procurement and management of the Consultants.

- b. Neither any of the other Funding Parties nor any officer or employee thereof shall be responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by GCCOG, or by their officers, agents, employees, contractors and subcontractors in connection with this FA. GCCOG shall indemnify, defend and hold any of the other Funding Parties and their respective officers, agents and employees harmless from any liability and expenses, including without limitation, defense costs, any costs or liability for any claims for damages of any nature whatsoever arising out of and to the extent caused by any act or omission of GCCOG or its officers, agents, employees, contractors or subcontractors in connection with this FA.
- c. Neither any of the other Funding Parties nor any officer or employee thereof shall be responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by I-5 JPA, or by their officers, agents, employees, contractors and subcontractors in connection with this FA. I-5 JPA shall indemnify, defend and hold any of the other Funding Parties and their respective officers, agents and employees harmless from any liability and expenses, including without limitation, defense costs, any costs or liability for any claims for damages of any nature whatsoever arising out of and to the extent caused by any act or omission of I-5 JPA or its officers, agents, employees, contractors or subcontractors in connection with this FA.
- d. Neither any of the other Funding Parties nor any officer or employee thereof shall be responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by POLB, or by their officers, agents, employees, contractors and subcontractors in connection with this FA. POLB shall indemnify, defend and hold any of the other Funding Parties and their respective officers, agents and employees harmless from any liability and expenses, including without limitation, defense costs, any costs or liability for any claims for damages of any nature whatsoever arising out of and to the extent caused by any act or omission of POLB or its officers, agents, employees, contractors or subcontractors in connection with this FA.
- e. Neither any of the other Funding Parties nor any officer or employee thereof shall be responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by POLA, or by their officers, agents, employees, contractors and subcontractors in connection with this FA. POLA shall indemnify, defend and hold any of the other Funding Parties and their respective officers, agents and employees harmless from any liability and expenses,

including without limitation, defense costs, any costs or liability for any claims for damages of any nature whatsoever arising out of and to the extent caused by any act or omission of POLA or its officers, agents, employees, contractors or subcontractors in connection with this FA.

- f. Neither any of the other Funding Parties nor any officer or employee thereof shall be responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by STATE, or by their officers, agents, employees, contractors and subcontractors in connection with this FA. STATE shall indemnify, defend and hold any of the other Funding Parties and their respective officers, agents and employees harmless from any liability and expenses, including without limitation, defense costs, any costs or liability for any claims for damages of any nature whatsoever arising out of and to the extent caused by any act or omission of STATE or its officers, agents, employees, contractors or subcontractors in connection with this FA.
- g. The provisions of Section 4 shall survive the termination of this Funding Agreement.

5. TERMINATION OF FUNDING AGREEMENT

If for any reason, any Funding Party fails to fulfill its financial obligation in a timely and proper manner or its obligations under this FA, or violates any of the terms or conditions of this FA or applicable Federal and State laws and regulations, the Funding Party declaring the default, shall send a notice of such default to the defaulting Funding Party with a copy to all the other Funding Parties. If the default is not cured within a reasonable time as specified in the default notice, the Funding Parties shall meet and confer to discuss the path forward in light of the default. If the Funding Parties cannot reach agreement on a path forward, then any one Funding Party may terminate this FA upon thirty (30) days written notice to the other Funding Parties. In addition, the non-defaulting Funding Parties reserve their rights to pursue any legal and equitable remedy against the defaulting Funding Party.

6. MISCELLANEOUS

- a. This FA contains the entire understanding between the parties and supercedes any prior written or oral understandings and agreements regarding the subject matter of this FA. There are no representations, agreements, arrangements or understanding oral or written, between the parties relating to the subject matter of this FA, which are not fully expressed herein.
- b. This FA shall be construed and interpreted under the laws of the State of California.
- c. In the event any part of this FA is declared by a court of competent jurisdiction to be invalid, void, or unenforceable, such part shall be deemed severed from the

remainder of the FA and the remaining provisions shall continue in full force without being impaired or invalidated in any way.

- d. No party may assign this FA or any part thereof, without written consent and prior approval of every other party, and any assignment without said consent shall be void and unenforceable.
- e. No amendment, modification, alteration or variation of the terms of this FA shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement pertaining to the subject matter of this FA and not incorporated herein shall be binding on any of the parties thereto.
- f. The covenants and agreements of this FA shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assignees
- g. Time is of the essence for each and every provision of this FA
- h. All parties fully participated in drafting this FA
- i. Notices: Any notice required or permitted under this FA, shall be in writing and shall be deemed served if sent by registered mail addressed as follows, unless otherwise notified in writing of a change of address:

Roger Snoble
Chief Executive Officer
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, Mail Stop 99-22-3
Los Angeles, CA 90012
Attention: Ernest T. Morales

Richard R. Powers
Executive Director
Gateway Cities Council of Governments
16401 Paramount Boulevard
Paramount, CA 90723

Mike Mendez
Chairman
I-5 Consortium Cities Joint Powers Authority
12700 Norwalk Boulevard
PO Box 1030
Norwalk, CA 90651-1030
Attention: Yvette Kirrin

Richard D. Steinke
Executive Director
Port of Long Beach
925 Harbor Plaza
Long Beach, CA 90802
Attention: Director of Transportation Planning

Geraldine Knatz
Executive Director
Port of Los Angeles
425 S. Palos Verdes Street
San Pedro, CA 90731
Attention: Ralph G. Appy

Douglas R. Failing
Director of District 7
State of California Department of Transportation, District 7
Los Angeles, CA 90012
Attention: Abdi Saghafi

- j. The persons executing this FA on behalf of the parties hereto warrant that they are duly authorized to execute this FA on behalf of said parties and that by doing so, the terms and conditions hereof are valid and binding obligation of the parties
- k. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
- l. IN WITNESS WHEREOF, the parties have caused this FA to be executed by their duly authorized representatives

GATEWAY CITIES COUNCIL OF GOVERNMENTS ("GCCOG")

By: _____

Richard R. Powers
Executive Director

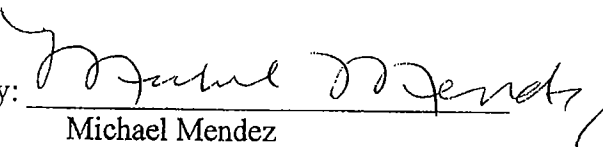
Date: _____

Approved as to form:

Richard Jones
General Counsel for Gateway Cities COG

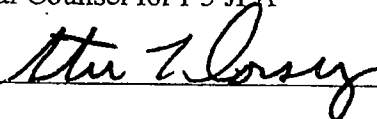
By: _____

I-5 CONSORTIUM CITIES JOINT POWERS AUTHORITY ("I-5 JPA")

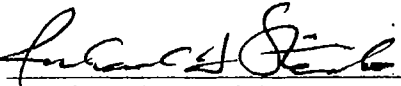
By: 
Michael Mendez
Chairman

Date: _____

Approved as to form:
Steve Dorsey
General Counsel for I-5 JPA

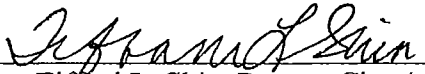
By: 

THE CITY OF LONG BEACH, by its
Board of Harbor Commissioners ("POLB")

By: 
Richard D. Steinke
Executive Director

Date: 11-05-07

Approved as to form:
Robert E. Shannon, City Attorney

By:  11-2-07
Tiffani L. Shin, Deputy City Attorney

THE CITY OF LOS ANGELES, by its
Board of Harbor Commissioners ("POLA")

By: *Geraldine Knatz*
Geraldine Knatz
Executive Director

Date: 11/28/07

Attest: *Rose M. Dwarshak*
Secretary

Approved as to form:
Rockard J. Delgadillo, City Attorney

By: *Rockard J. Delgadillo*
Date: 11/27/07

Account # 54260 W.O. # _____
Ctr/Div # 330 Job Fac. # _____
Proj/Prog # 651

| Budget FY: | Amount: |
|------------|-------------|
| 07/08 | \$6,000,000 |
| | |
| | |
| | |

[Redacted Signature]
For POLA, U.S. District
Court, Southern District
of California
Date: 11/28/07

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION ("STATE")

WILL KEMPTON
Director

By: 

Douglas R. Failing
District Director

Approved as to Form and Procedure:

By: 

Attorney
Department of Transportation

Certified as to Funds:

By: 

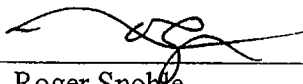
District Budget Manager

Certified as to Financial Terms and Conditions:

By: 

Accounting Administrator

**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
("METRO")**

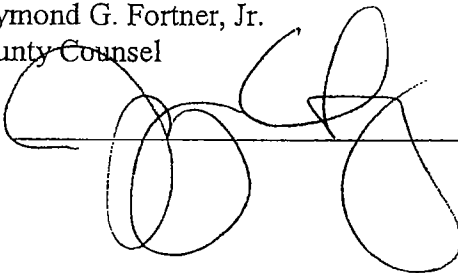
By: 

Roger Snoble
Chief Executive Officer

Date: 12-06-07

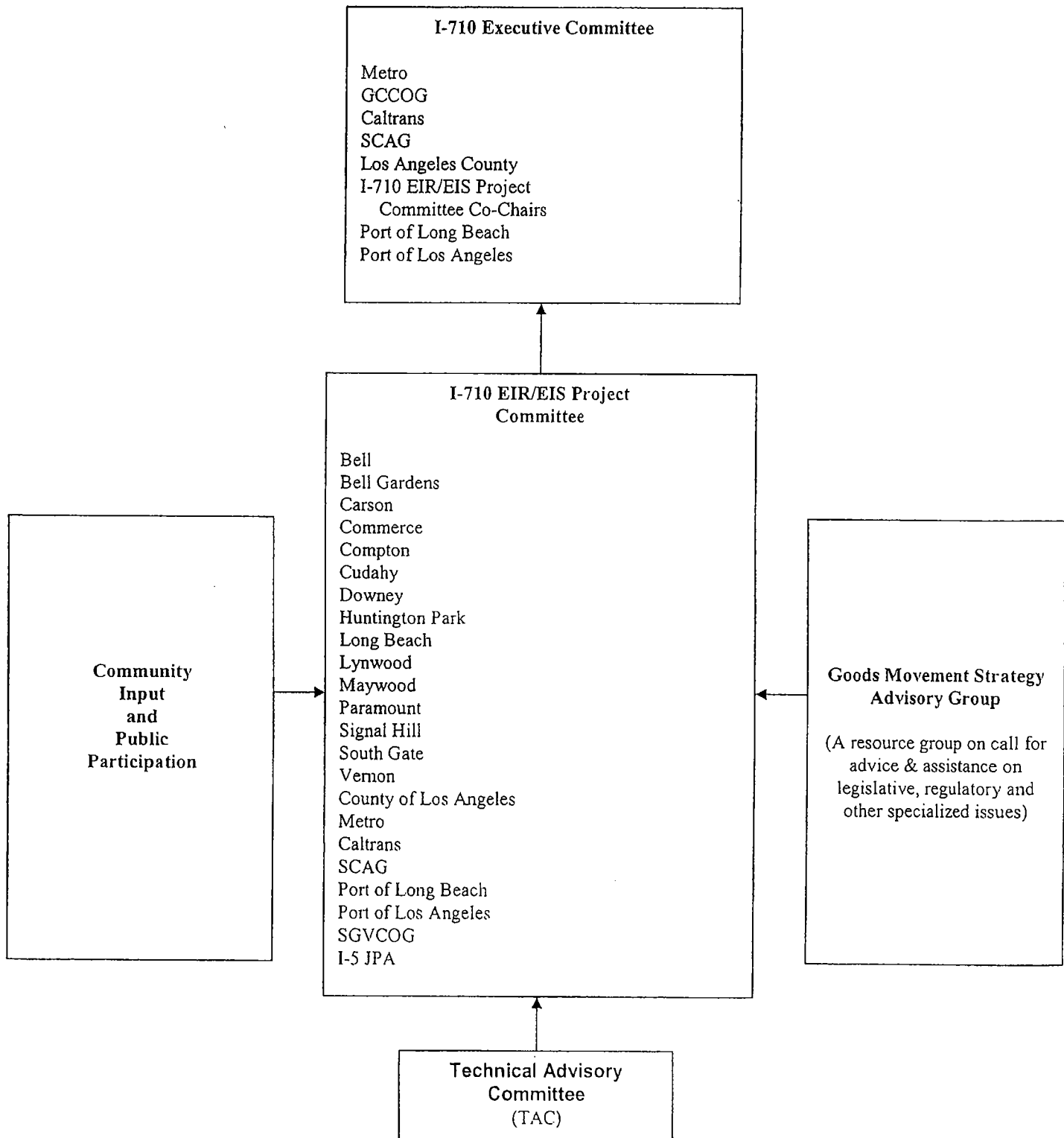
APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By: 

ATTACHMENT A

I-710 PROJECT GOVERNANCE STRUCTURE



ATTACHMENT B

Electronic copies of RFP PS4340-1939 & PS4340-1940, and their respective clarifications were sent via email 6/28/07 and hard copies were mailed via UPS on 6/29/07 to each respective Funding Party. These documents now comprise the Scope of Work, Attachment B. However, as stated in paragraph 1a, once Metro fully executes consultant contracts, copies will be sent to each Funding Party and the executed contracts shall automatically be substituted as Attachment "B".

ATTACHMENT C

| I-710 EIR/EIS Corridor Project Funding Commitments | | | |
|--|------------------------|-------------------------------|--|
| Agency | Source of Funding | Funding % of Total Funding | Value of additional work that supports the I-710 EIR/EIS Project |
| GCCOG* | Federal – SAFETEA-LU | \$5,000,000 | 18.5% |
| METRO** | Local – Planning Funds | \$7,000,000 | 25.9% |
| POLA | Local – Port Revenue | \$5,000,000 | 18.5% |
| POLB | Local – Port Revenue | \$5,000,000 | 18.5% |
| STATE | State - ITIP | \$5,000,000 | 18.5% |
| I-5 JPA*** | Federal – SAFETEA-LU | | \$2,000,000 |
| TOTAL | | \$27,000,000 | 100.0% |
| | | | \$2,000,000 |

*GCCOG commits 100% of that portion of its I-710 SAFETEA-LU earmark that is appropriated up to \$5,000,000
 ** \$5 Million represents METRO's original Funding Commitment; an additional \$2 Million represents an exchange of Funds between METRO and SCAG

*** I-5 JPA's contribution represents \$2,000,000 in-kind services for work on the Environmental Document and Project Report on the I-710 from Washington Blvd to SR-60

ADDITIONAL FUNDING COMMITMENTS

| | | |
|------|-------------|--|
| POLA | \$1,000,000 | These funds are earmarked for a pilot project, specifically, a prototype that uses green technology or other non-polluting alternative(s) to transport containers. The selected pilot project must be acceptable to Metro and approved by the Port of Los Angeles. |
|------|-------------|--|

ATTACHMENT D

Invoice format Metro will use to request payment from Funding Parties

Invoice Payment Request

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012

Remittance Address : File #54924
Los Angeles, CA 90074-4924

| |
|-----------------------------|
| Name of Agency: Address: |
|-----------------------------|

| |
|---|
| Agreement # : BTRC # : TIN# : Project # : Task# and Description : |
|---|

Part I. Total Current Consultant Costs Paid by Metro

| Period from xx/xx/xx to xx/xx/xx | | |
|----------------------------------|--|-----------------|
| Task # | Description | Current Invoice |
| 100 | Perform Project Management | |
| 160 | Perform Preliminary Engineering Studies and prepare draft engineering Project Report | |
| 165 | Perform Environmental Studies and prepare draft Environmental Document | |
| 175 | Circulate draft Environmental Document and selected preferred Project Alternative | |
| 180.05 | Review and Approve engineering Project Report | |
| 180.10 | Prepare and approve Final Environmental Document | |
| 180.15 | Complete Environmental Document | |
| Outreach | Facilitation of Community Participation in the I-710 Corridor EIR/EIS | |
| | | subtotal |
| Total Cost for period : | | \$xx.xx |
| Allocations : | | |
| | Metro : (xx.xx%) | \$xx.xx |
| | Other Agency: (xx.xx%) | \$xx.xx |
| Current Invoice Amount : | | \$xx.xx |
| Invoice Date : | | xx/xx/xx |
| Invoice Number : | | xxxxx |
| Billing Number : | | xxxxx |

Part II. Billing Summary

| | |
|----------------------|---------|
| Total Cost to date : | \$xx.xx |
| Billed to date : | \$xx.xx |
| Balance due : | \$xx.xx |

Part III. Financial Summary

| | |
|--------------------------|---------|
| Grant Amount : | \$xx.xx |
| Less: Total Cost to date | \$xx.xx |
| Grant Balance : | \$xx.xx |

Part IV. Certification

I certify under penalty of perjury that the above invoice is just and correct according to the terms of Agreement.

Name and Title

Metro Representative

Contact Name and Phone #

| |
|---------------------|
| Agency Verification |
| Date |